

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

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REAL VIEW, LLC,)	
)	
v.)	07-cv-12157-PBS
)	
20-20 TECHNOLOGIES, INC.)	
)	
20-20 TECHNOLOGIES, INC.)	
)	
v.)	
)	
REAL VIEW, LLC, BORIS ZELDIN AND)	
LEONID PERLOV)	

JURY VERDICT FORM

SARIS, U.S.D.J.

Copyright Infringement

1. Did 20-20 Technologies, Inc. prove that Real View, LLC, Boris Zeldin and Leonid Perlov (collectively "Real View") infringed 20-20 Technologies, Inc.'s ("20-20") copyright in the default screen shot of 20-20 Design version 6.1?

(a) ProKitchen 2.0

Yes _____

No ✓

(b) ProKitchen 3.0

Yes _____

No ✓

(c) Did any such infringement cause 20-20 harm?

Yes _____

No ✓

2. Did 20-20 prove Real View infringed 20-20's copyright in the main screen display including its constituent elements of 20-20 Design version 6.1?

(a) ProKitchen 2.0

Yes _____

No ✓

(b) ProKitchen 3.0

Yes _____

No ✓

(c) Did any such infringement cause 20-20 harm?

Yes _____

No ✓

3. Did 20-20 prove that Real View infringed 20-20 Technologies, Inc.'s copyright in the default screen shot of 20-20 Design version 6.4?

(a) ProKitchen 2.0

Yes _____

No ✓

(b) ProKitchen 3.0

Yes _____

No ✓

(c) Did any such infringement cause 20-20 harm?

Yes _____

No ✓

4. Did 20-20 prove that Real View infringed 20-20 Technologies, Inc.'s copyright in the main screen display including its constituent elements of 20-20 version 6.4?

(a) ProKitchen 2.0

Yes _____

No ✓

(b) ProKitchen 3.0

Yes _____

No ✓

(c) Did any such infringement cause 20-20 harm?

Yes _____

No ✓

5. Did 20-20 prove that Real View infringed 20-20 Technologies, Inc.'s copyright in the default screen shot of 20-20 version 8.1?

(a) ProKitchen 2.0

Yes _____

No ✓

(b) ProKitchen 3.0

Yes _____

No ✓

(c) Did any such infringement cause 20-20 harm?

Yes _____

No ✓

6. Did 20-20 prove that Real View infringed 20-20 Technologies, Inc.'s copyright in the main screen display including its constituent elements of 20-20 version 8.1?

(a) ProKitchen 2.0

Yes _____

No ✓

(b) ProKitchen 3.0

Yes _____

No ✓

(c) Did any such infringement cause 20-20 harm?

Yes _____

No ✓

Trade Dress Infringement

7. Did 20-20 prove that Real View infringed 20-20 Technologies, Inc.'s trade dress?

(a) ProKitchen 2.0

Yes _____

No ✓

(b) ProKitchen 3.0

Yes _____

No ✓

8. If you answered yes to Question 7, did 20-20 prove that any infringement of trade dress caused it harm?

(a) ProKitchen 2.0

Yes _____

No _____

(b) ProKitchen 3.0

Yes _____

No _____

Intentional Interference with Advantageous Relations

9. Did 20-20 prove that Real View engaged in intentional interference with 20-20 Technologies, Inc.'s advantageous relations?

(a) ProKitchen 2.0

Yes _____

No ✓

(b) ProKitchen 3.0

Yes _____

No ✓

10. Did 20-20 prove that any such intentional interference caused it harm?

(a) ProKitchen 2.0

Yes _____

No ✓

(b) ProKitchen 3.0

Yes _____

No ✓

Damages

11. What is the total amount of money you award 20-20 Technologies, Inc. for damages caused by Real View's actions? Do not include damages from Question 14.

(a) lost profits of 20-20

_____ dollars

_____ words

(b) unjust enrichment of Real View

_____ dollars

_____ words

12. If you find that Real View infringed 20-20's copyright with respect to both compilations, do you find that the amount of damages resulting from the infringement of each compilation differed?

Yes _____ No _____

13. If your answer to (12) was yes, what amount of damages do you find were caused by

the default screen shot? \$ _____ words _____

the main screen display? \$ _____ words _____

14. What amount of money do you award 20-20 Technologies, Inc. for damages caused solely by Real View's download of version 6.1? Do not include these damages in your answer to Question 11.

\$1,370,590 dollars

One Million three hundred seventy thousand words
~~Five~~ Five hundred ninety dollars.

I certify that the answer to the above questions are unanimous.

DATED: 2/4/2011

Richard Russell
Foreperson